

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

DOUNGRAT EAMTRAKUL,

Index No.: 16-653962
E-Filed Case

Plaintiff,


CITIBANK, N.A.,

Defendant.

IT IS HEREBY ACKNOWLEDGED AND AGREED, that the summons and complaint in this action are accepted on behalf of the defendant by the undersigned effective as of August 16, 2016.

Dated: August 22, 2016

SILLS CUMMIS & GROSS P.C.

By: 
Gregory E. Reid, Esq.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
DOUNGRAT EAMTRAKUL and PREMIER BROWNSTONES, LLC,

Plaintiff/Petitioner,

- against -

Index No. 653962/2016

CITIBANK, N.A.

Defendant/Respondent.
-----X

NOTICE OF COMMENCEMENT OF ACTION
SUBJECT TO MANDATORY ELECTRONIC FILING

PLEASE TAKE NOTICE that the matter captioned above has been commenced as an electronically filed case in the New York State Courts Electronic Filing System ("NYSCEF") as required by CPLR § 2111 and Uniform Rule § 202.5-bb (mandatory electronic filing). This notice is being served as required by that rule.

NYSCEF is designed for the electronic filing of documents with the County Clerk and the court and for the electronic service of those documents, court documents, and court notices upon counsel and unrepresented litigants who have consented to electronic filing.

Electronic filing offers significant benefits for attorneys and litigants, permitting papers to be filed with the County Clerk and the court and served on other parties simply, conveniently, and quickly. NYSCEF case documents are filed with the County Clerk and the court by filing on the NYSCEF Website, which can be done at any time of the day or night on any day of the week. The documents are served automatically on all consenting e-filers as soon as the document is uploaded to the website, which sends out an immediate email notification of the filing.

The NYSCEF System charges no fees for filing, serving, or viewing the electronic case record, nor does it charge any fees to print any filed documents. Normal filing fees must be paid, but this can be done on-line.

Parties represented by an attorney: An attorney representing a party who is served with this notice must either: 1) immediately record his or her representation within the e-filed matter on the NYSCEF site; or 2) file the Notice of Opt-Out form with the clerk of the court where this action is pending. Exemptions from mandatory e-filing are limited to attorneys who certify in good faith that they lack the computer hardware and/or scanner and/or internet connection or that they lack (along with all employees subject to their direction) the operational knowledge to comply with e-filing requirements. [Section 202.5-bb(e)]

Parties not represented by an attorney: Unrepresented litigants are exempt from e-filing. They can serve and file documents in paper form and must be served with documents in paper form. However, an unrepresented litigant may participate in e-filing.

For information on how to participate in e-filing, unrepresented litigants should contact the appropriate clerk in the court where the action was filed or visit www.nycourts.gov/efile-unrepresented. Unrepresented litigants also are encouraged to visit www.nycourthelp.gov or contact the Help Center in the court where the action was filed. An unrepresented litigant who consents to e-filing may cease participation at any time. However, the other parties may continue to e-file their court documents in the case.

For additional information about electronic filing and to create a NYSCEF account, visit the NYSCEF website at www.nycourts.gov/efile or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: efile@nycourts.gov).

Dated: July 29, 2016


Signature

Stephen J. Fraher

Name

Becker & Poliakoff, LLP

Firm Name

45 Broadway, 8th Floor

Address

New York, NY 10006

212-599-3322

Phone

SFraher@BPLegal.com

E-Mail

To: Citibank, NA

399 Park Avenue

New York, NY

9/3/15

FILED: NEW YORK COUNTY CLERK 07/22/2016 04:33 PM

NYSCEF DOC. NO. 1

INDEX NO. 653962/2016

RECEIVED NYSCEF: 07/28/2016

**SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY**

-----X
DOUNGRAT EAMTRAKUL and
PREMIER BROWNSTONES, LLC,

Plaintiffs,

--VS--

CITIBANK, N.A.,

Defendant.
-----X

Date Filed: 7/22/16

Index No. 653962/2016

SUMMONS

Plaintiff Designates New
York County as the Place
of Trial

The basis of venue is
CPLR 503

TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned to answer the complaint in this action and serve a copy of your answer or, if the complaint is not served with this summons, to serve a Notice of Appearance, upon plaintiff's attorneys within twenty (20) days after service of this Summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York); and in the case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
July 21, 2016

BECKER & POLIAKOFF, LLP
Attorneys for Plaintiffs

By: James V. Mahon
45 Broadway, 8th Floor
New York, N.Y. 10006
(212) 599-3322

(N0103933)

**SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY**

-----X
DOUNGRAT EAMTRAKUL and
PREMIER BROWNSTONES, LLC,

Plaintiffs,

--VS--

CITIBANK N.A.,

Defendant.
-----X

Date Purchased: 7/22/16

Index No. 653962/2016

VERIFIED COMPLAINT

Plaintiff DOUNGRAT EAMTRAKUL and PREMIER BROWNSTONES, LLC, by their
counsel, Becker & Poliakoff, LLP, allege the following as and for its claim against
Defendant Citibank N.A.:

THE PARTIES

1. Plaintiff Doungtrat Eamtrakul (hereinafter "Eamtrakul") is an individual residing at 210 West 122nd Street, Suite 1, New York, New York. Plaintiff Premier Brownstones, LLC (hereinafter, "PBLLC" or "Plaintiff"), a New York limited liability company with its principal place of business in New York, is a real estate limited liability company which owns, develops and invests in real property of various types.

2. Upon information and belief, Defendant Citibank N.A. ("Citibank") is a federally chartered bank and held itself out to the Plaintiffs and the public as a banking institution. Citibank maintains multiple offices in New York City and throughout the metropolitan area.

JURISDICTION AND VENUE

3. This Court has personal jurisdiction over Defendant because Defendant is registered and authorized to do business in New York State and regularly does business in New York State. Furthermore, personal jurisdiction over Defendant and venue are proper pursuant to New York Civil Practice Law and Rules § 302(a) because Defendant transacts business within New York State, including New York County.

4. Among the transactions conducted wholly or partially in New York County are the transactions which form the subject matter of this lawsuit.

5. Upon information and belief, Defendant's corporate headquarters is located at 399 Park Avenue, New York, NY 10022. The Plaintiffs' banking business was conducted through representatives of Citibank at their 125th Street branch office.

FACTS

6. In or about January 22, 2014, Plaintiff Eamtrakul entered into a contract with Defendant Citibank to obtain banking and checking account services on behalf of Plaintiff PBLLC (the "Agreement").

7. Defendant Citibank provided checking account services for Account Number 4984574493 (the "Account") beginning January 22, 2014 to March 14, 2016.

8. The Account was opened at Citibank's branch office #36, located at 2251 First Avenue, at 116th Street, New York, New York 10038 and was maintained at all times in the State of New York.

9. Plaintiffs' address at the time the Account was opened was 212 W. 122nd Street, Suite 1, New York, NY 10027. ("Old Address")

10. In or about July 20, 2015, a written notice of change of address was provided to Citibank. The new address provided to Citibank was: 210 W. 122nd Street, Suite 1, New York, NY 10027.

11. Between July and September 25, 2015, Citibank continued to mail the monthly statements for the Account to Plaintiffs' Old Address.

12. On or about October 3, 2015, Plaintiff Eamtrakul received a statement for the Account which included transactions which occurred during August and September 2015. After reviewing the statement, that same day Eamtrakul called Citibank's toll free number to report the suspicious activity and went to the local Citibank branch and reported the discovery of fraudulent activity on the Account.

13. Within a few days of October 3rd, another statement was received by Eamtrakul. This statement was for an earlier period covering the period July 25 to August 26, 2015. Again Eamtrakul reported in person that unauthorized activity had occurred in the Account.

14. As a result of Eamtrakul's report, Citibank employees assigned two claim numbers in connection with this reported activity. The claim numbers provided to Eamtrakul by Citibank were: #113447151021 and #113534151021.

15. At the same time Eamtrakul alerted Citibank of the suspicious activity in the Account, she was instructed to file a formal written claim with respect to the suspicious activity. Eamtrakul provided details of the activity with her letter dated October 31, 2015.

16. In early November 2015, Eamtrakul received a statement for Account activity which occurred between 9/24/15 to 10/27/15. In the November statement, there were items charged against the Account which were not Eamtrakul's or PBLLC's. In several instances the items charged against the Account were not checks with PBLLC's name embossed thereon, but of some other entity called "Queenwich Partners LLC". (See Exhibit 1 attached hereto)

17. In numerous instances checks were not signed by an authorized signatory as Plaintiff Eamtrakul is and was the only authorized signatory on the Account. (See Exhibit 2 attached hereto).

18. In several instances the checks charged against the Account were not signed by anyone at all. (See Exhibit 3 attached hereto).

19. On or about November 5, 2015, Eamtrakul again notified the branch by telephone of unauthorized transactions and charges in her Account. Eamtrakul reviewed the statement in person with customer service representative Mr. Derrick Brown of Citibank's Harlem branch. Citibank assigned another claim number to this reported unauthorized activity in the Account. The claim number for this report assigned by Citibank was: #115361151203. Eamtrakul filed a formal written claim on November 13, 2015 with respect to these fraudulent transactions occurring with the Account.

20. Defendant Citibank had an obligation to protect and preserve the money deposited in the Account and to transfer, release or withdraw funds deposited therein only pursuant to the authorization and direction of the Plaintiffs.

21. Beginning in or around August 10, 2015, the Defendant Citibank permitted, on numerous occasions, the unauthorized transfer, release and/or withdrawal of funds from the Account.

22. The aforementioned transfers were the result of payment of various checks to payees who were not authorized by the authorized signatories of the Account.

23. The aforementioned unauthorized transfers occurred through payment of checks without any verification or inquiry by the Defendant Citibank that said checks were endorsed properly or otherwise authorized.

24. The aforementioned unauthorized transfers occurred through payment of checks many of which were not endorsed and some of which were not signed at all by the payor. These items (hereinafter "Forged Items") were accepted by Defendant Citibank without any objection that the items had been endorsed improperly or were otherwise unauthorized.

25. On information and belief, employees of Citibank conspired with employees of PLS Check Cashers of New York, a check cashing company to process and approve the Forged Items.

26. Plaintiff Bamtrakul was informed at the time that she reported the suspicious activity that a formal inquiry would be opened within Citibank and that a claim number had been assigned to the matter and that Citibank would investigate the facts surrounding the occurrence.

27. In or around October 31, 2015, Plaintiff Bamtrakul provided a written affidavit to Citibank at Citibank's request outlining in detail each of the fraudulent transactions. Citibank was required to either credit Plaintiffs' Account or deny Plaintiffs' claim listing the specific grounds for denial within ten (10) days of the notification.

28. Although Eamtrakul took action to notify Citibank of the fraudulent transactions within a day of receiving the statement for the Account, Citibank delayed in taking action and therefore failed to prevent the occurrence of additional fraudulent transactions.

29. Since Citibank was in receipt of information that should have constituted a reasonable belief that unauthorized transactions were occurring in the Account, the Defendant is strictly liable for all of the unauthorized transactions on the Account and was obligated to fully credit Plaintiffs' Account for each and every unauthorized transaction.

30. By reason of Defendant Citibank's approval of unauthorized transfers from the Account, Defendant Citibank is required to credit the Account in the amount of \$31,568.82 plus interest from the date of each of the unauthorized transfers.

31. By reason of Defendant Citibank's approval of unauthorized transfers from the Account, Plaintiff Eamtrakul's properly issued checks were not honored, causing embarrassment, bank charges and grossly damaging her credit rating. Defendant Citibank is required to credit the Account in the amount of \$31,568.82 plus interest from the date of each of the unauthorized transfers to restore overdraft charges which Citibank caused by permitting unauthorized charges to the Account.

**AS AND FOR A FIRST CAUSE OF ACTION
(Breach of Contract)**

32. The allegations in Paragraphs 1 through 31 of this Verified Complaint are reincorporated by reference in this paragraph as if fully restated herein.

33. When the Plaintiffs opened the Account, Citibank promised to pay checks presented to it for payment only after taking reasonable measures to verify the validity of those items.

34. When Citibank allowed payment of items which were unsigned by an authorized signatory, Citibank violated the Agreement resulting in a breach.

35. When Citibank allowed the payment of items without signatures of a payor, Citibank violated the Agreement and was in breach of the Agreement.

36. As a direct result of those breaches, Defendant owes Plaintiffs \$31,568.82 for restoration of unauthorized transfers from her Account.

37. As a consequence of the series of acts in breach of the Agreement, Defendant owes Plaintiffs \$31,568.82 plus interest and charges resulting from the improper operation of the Account.

**AS AND FOR A SECOND CAUSE OF ACTION
(Negligence)**

38. The allegations in Paragraphs 1 through 37 of this Verified Complaint are reincorporated by reference in this paragraph as if fully restated herein.

39. Under the provisions of Uniform Commercial Code Section 4-401(1) Citibank was obligated to exercise reasonable commercial standards in verifying signatures on checks presented to it for payment. Defendant Citibank was grossly negligent in failing to exercise even minimal standards with respect to transactions involving the Account.

40. Defendant Citibank and its agents, assignees and employees were negligent in the following respects; a) in failing to properly inspect the various items presented for payment; b) in failing to verify that the items presented for payment were signed by an authorized signatory; c) in failing to monitor the Account once notified of suspicious activity by the Plaintiff; d) in failing to timely recognize what was an obvious fraud; and e) in failing to take prompt action to prevent further fraudulent activity.

41. Moreover, by the careless manner in which Citibank conducts its business, all depositors who entrust their funds to Citibank are, unknown to them, put at risk of suffering fraud without any means of recourse. By reason of these acts of willful, wanton and gross negligence Plaintiffs demand compensatory damages of \$31,568.82 and punitive damages of \$94,706.46.

**AS AND FOR A THIRD CAUSE OF ACTION
(Slander of Credit)**

42. The allegations in Paragraphs 1 through 41 of this Verified Complaint are reincorporated by reference in this paragraph as if fully restated herein.

43. Citibank's failure to take prompt action to protect Eamtrakul's account resulted in overdrafts which caused distress, embarrassment and incalculable damage to the personal and business reputation of Eamtrakul and PBLLC.

44. The overdrafts caused by Citibank's negligence resulted in overdraft fees in the amount of \$900.00 which were charged to Plaintiffs.

45. The damage to Plaintiffs' credit standing can only be ameliorated by the issuance of an apology to Plaintiff Eamtrakul and by the issuance by the Bank of a report to all credit reporting agencies explaining the circumstances surrounding the overcharges and dishonored checks associated with the Account.

46. The damage to Plaintiffs' credit standing damaged Plaintiffs severely and as a result of the wanton conduct of the Bank punitive damages in the amount of One Million Dollars should be awarded.

WHEREFORE, Plaintiffs DOUNGRAT EAMTRAKUL and PREMIER BROWNSTONES LLC demand judgment against Defendants CITIBANK N.A. for the sum of

\$33,527.65, plus interest, costs and disbursements, plus punitive damages in an amount that the Court shall determine as appropriate.

Dated: July 21, 2016
New York, NY

BECKER & POLIAKOFF, LLP
Attorneys for Plaintiffs

By: _____

James J. Mahon
45 Broadway, 8th Floor
New York, NY 10006
Tel (212) 599-3322
JMahon@bplegal.com

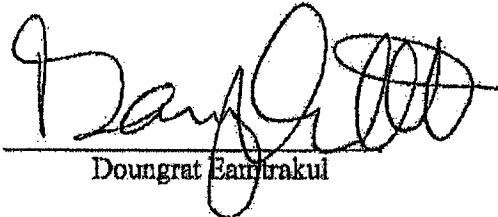
VERIFICATION

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss:

DOUNGRAT EAMTRAKUL, being duly sworn, deposes and says:

I am the owner of Premier Brownstones LLC ("PB") and an individual residing in New York, New York and together we are the Plaintiffs in this action. I have read the foregoing Verified Complaint and I know the contents thereof, and the same are true to my own knowledge except those matters which are stated to be upon information and belief, and as to those matters I believe them to be true. The bases for my belief include records and other documents which were prepared or obtained by me or those in my employ and are maintained at my Premier Brownstones office in New York in the regular and ordinary course of its business.

I affirm the foregoing under the penalties of perjury.


Doungrat Eamtrakul

Sworn to before me this
1st day of June, 2016


Notary Public

FILED: NEW YORK COUNTY CLERK 07/22/2016 04:33 PM

NYSCEF DOC. NO. 2

INDEX NO. 653962/2016

RECEIVED NYSCEF: 07/22/2016

EXHIBIT 1

citibank
PREMIER BROWNSTONES LLC

Account 4984574493 Page 7 of 10
Statement Period: Jul 25 - Aug 26, 2015

Note: Imaged checks can be used as evidence of payment. Imaged checks appear in numeric order. Non-numbered checks will appear first. Non-check items will appear last.
Check images for account # 4984574493

157 B

PREMIER BROWNSTONES LLC
7/30/15
Kevin D. Holland
Five Hundred and Sixty
citibank
10010000894 4984574493 0755

Ck Date: 07/30/2015 Ck No: 755 Amt: \$650.00

PREMIER BROWNSTONES LLC
8/1/15
Premier Brownstones LLC
Five thousand Only
citibank
10010000894 4984574493 0756

Ck Date: 08/17/2015 Ck No: 756 Amt: \$5000.00

PREMIER BROWNSTONES LLC
7/27/15
NYC Water Board
Two Hundred Thirty
citibank
10010000894 4984574493 0760

Ck Date: 07/27/2015 Ck No: 760 Amt: \$230.49

PREMIER BROWNSTONES LLC
7/28/15
Eddie Rivera
One Thousand Two Hundred Sixty
citibank
10010000894 4984574493 0761

Ck Date: 07/28/2015 Ck No: 761 Amt: \$1265.00

PREMIER BROWNSTONES LLC
8/11/15
Brian E Flynn, P.E.
Two thousand
citibank
10010000894 4984574493 0762

Ck Date: 08/11/2015 Ck No: 761 Amt: \$2000.00

PREMIER BROWNSTONES LLC
7/29/15
Leicht NY
Five thousand Only
citibank
10010000894 4984574493 0763

Ck Date: 07/29/2015 Ck No: 763 Amt: \$5000.00

PREMIER BROWNSTONES LLC
8/12/15
Telcel
Nine hundred and fifty
citibank
10010000894 4984574493 0762

Ck Date: 08/12/2015 Ck No: 762 Amt: \$900.50

PREMIER BROWNSTONES LLC
8/4/15
491 Realty Corp
Eight thousand and six hundred
citibank
10010000894 4984574493 0764

Ck Date: 08/04/2015 Ck No: 764 Amt: \$8160.00

PREMIER BROWNSTONES LLC
8/12/15
Telcel
One thousand and one
citibank
10010000894 4984574493 0763

Ck Date: 08/12/2015 Ck No: 763 Amt: \$1000.00

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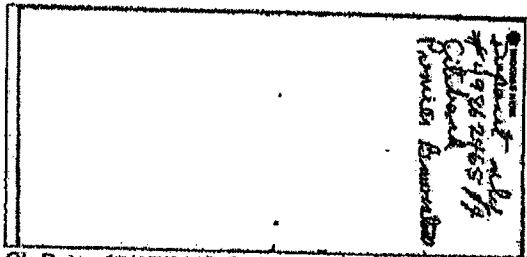
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Food

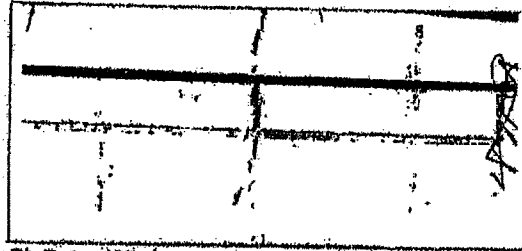
PREMIER BROWNSTONES LLC

Account 4084574493 Page 8 of 18
Statement Period: Jul 25 - Aug 26, 2015

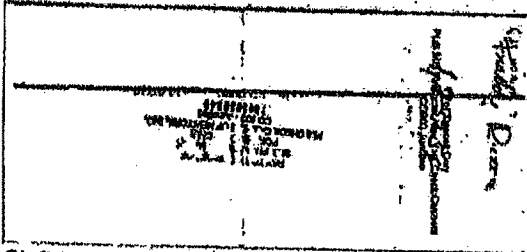
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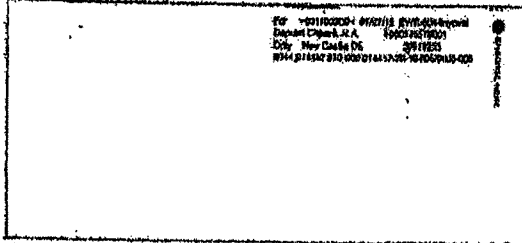
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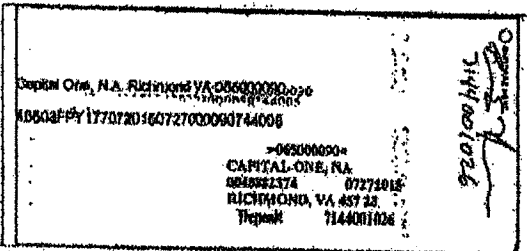
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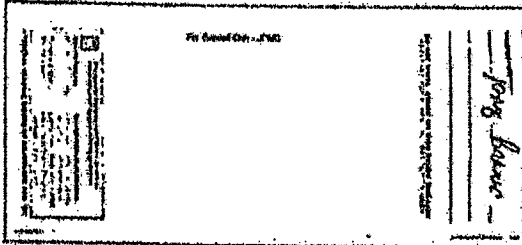
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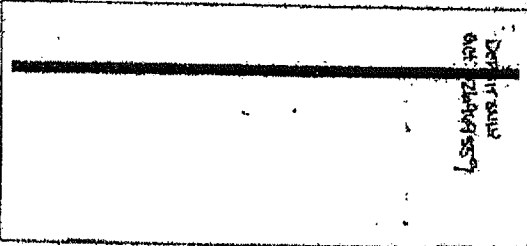
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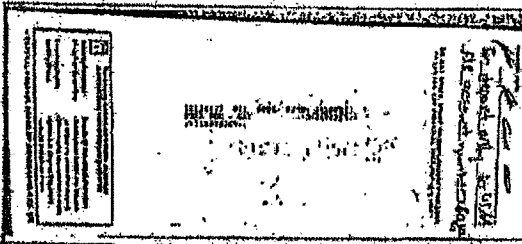
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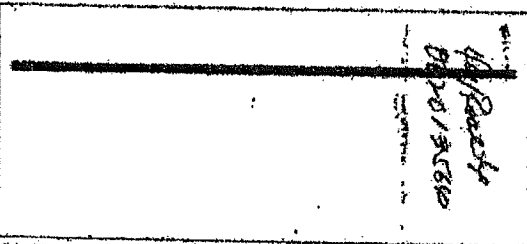
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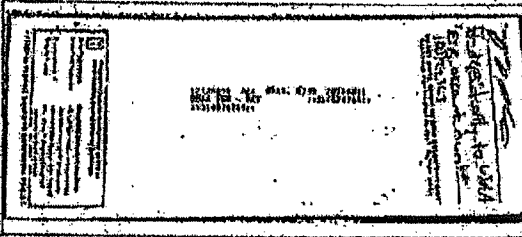
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Ck Date: 08/12/2015 Ck No: 762 Amt: \$900.50



Ck Date: 08/04/2015 Ck No: 764 Amt: \$8160.00



Ck Date: 08/12/2015 Ck No: 763 Amt: \$1000.00

FILED: NEW YORK COUNTY CLERK 07/22/2016 04:33 PM

NYSCEF DOC. NO. 3

INDEX NO. 653962/2016

RECEIVED NYSCEF: 07/22/2016

EXHIBIT 2

CitiBusiness®

PREMIER BROWNSTONES LLC

Account 4984574493 Page 7 of 20
Statement Period: Aug 27 - Sep 25, 2015

001/714217000

Note: Imaged checks can be used as evidence of payment. Imaged checks appear in numeric order. Non-numbered checks will appear first. Non-check items will appear last.

Check Images for account # 4984574493

Inv. 27304
PREMIER BROWNSTONE LLC
MR. L. H. MINNEY
JAMES T. JAWA and J. J. JAWA
Citibank
New York, N.Y.
#0210000896 47843747 0405

Ck Date: 09/08/2015 Ck No: 405 Amt: \$3250.00

767
PRIMER BROWNSTONES LLO
DATE 7/5/2015
PAY TO THE ORDER OF Friends of Cordell Elementary
AMOUNT \$100.00
ONE HUNDRED AND 00/100
BANK OF AMERICA
CITIBANK
100000084K 4984744487 0257

Chk Date: 09/09/2015 Chk No: 757 Amt: \$100.00

[illegible]

Ck Date: 08/27/2015 Ck No: 763 Amt: \$619.00

[illegible]

Ck Date: 08/27/2015 Ck No: 764 Amt: \$783.13

[illegible]

Ck. Date: 08/27/2015 Ck No: 766 Amt: \$2400.00

PENNERICHSONSTONELLIC

768

DATE FEB-15

TO Mrs. C. V. North

FOR Eight United States Dollars

Payroll

[Signature]

#00078 B# CO 230000A 9045451145

Ck Date: 09/01/2015 Ck No: 783 Amt: \$1875.50

[illegible]

Ck Date: 09/01/2015 Ck No: 784 Amt: \$1250.75

PREMIER BROUGHTON'S LLC 782

DATE OF Calotte & Lyric 12/28/88

AND Trinidad, San Gabriel and Billy Hester 1/10/89

FORM 1041-88

10001128 40210000244104214434

Ck Date: 08/27/2015 Ck No: 792 Amt: \$1450.00

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 FORM NO. 1 (Rev. 1-25-60)
 FILE NO. 100-441100
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PALMER BROWN STORES LLC

794

8/20/16

DEBIT

Return A Jones

\$ 1,000.00

Original cleared Dollars & no 100's

ATM CARD
EXPENSE

WITH REFUND ON ACCOUNT

0000141 AGT 80000894619851443P

Chk Date: 08/27/2015 Chk No: 794 Amt: \$990.00

收

[illegible]

57-75

REF ID: A601M 1876 0864 CPN033 34 150926 PAGE 0004 OF 0014

PREMIER BROWNSTONES LLC

Account 4984574493 Page 8 of 20
Statement Period: Aug 27 - Sep 25, 2015

901/17/21/000

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Ck Date: 08/27/2015 Ck No: 792 Amt: \$1450.00

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TRN DEBIT DOCTOBR 10000
125th Street, Harlem 0460 84004 8400 8 D104
Deposited to 1st 09/11/2015

Ck Date: 09/01/2015 Ck No: 784 Amt: \$1250.75

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125th Street, Harlem 0460 84004 8400 8 D104
Deposited to 1st 09/11/2015

Ck Date: 08/27/2015 Ck No: 794 Amt: \$990.00

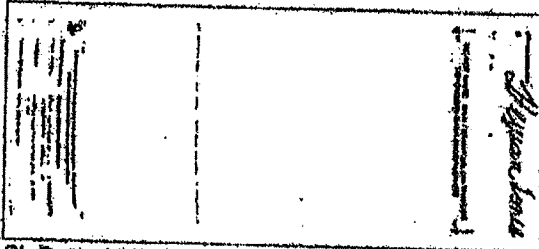
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Deposited to 1st 09/11/2015

Ck Date: 08/27/2015 Ck No: 793 Amt: \$1450.00

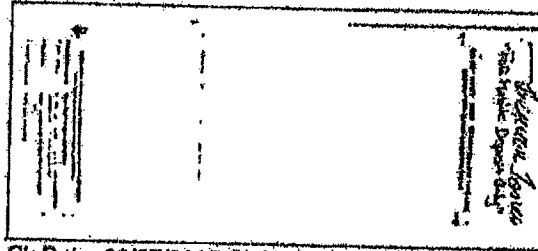
PREMIER BROWNSTONES LLC

Account 4984574493 Page 10 of 20
Statement Period: Aug 27 - Sep 25, 2015

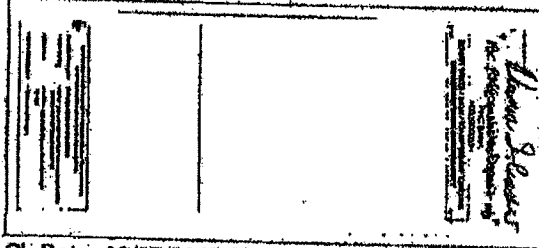
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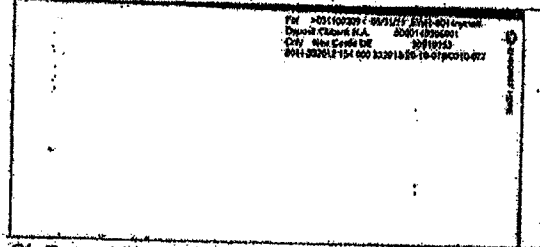
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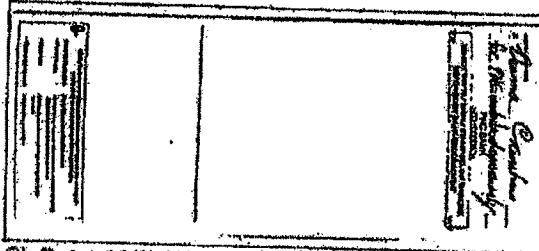
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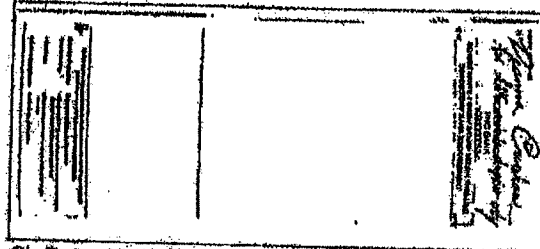
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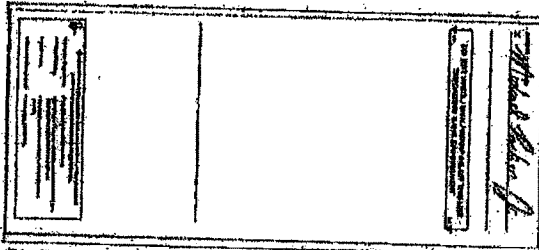
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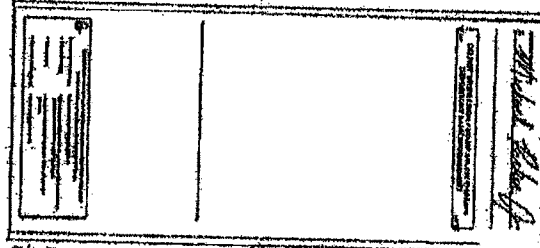
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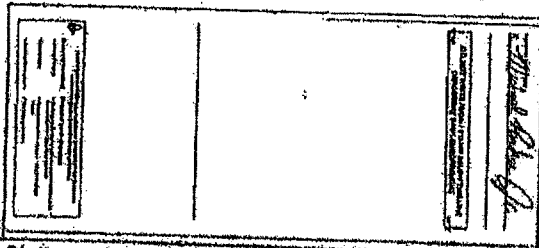
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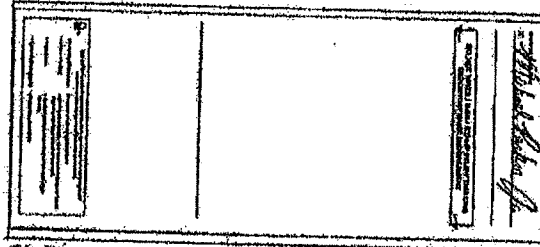
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Ck Date: 08/27/2015 Ck No: 806 Amt: \$800.87



Ck Date: 08/27/2015 Ck No: 805 Amt: \$800.29

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PREMIER BROWNSTONES LLC

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Account 4984574493 Page 11 of 20
Statement Period: Aug 27 - Sep 25, 2015

00117121000

Note: Imaged checks can be used as evidence of payment. Imaged checks appear in numeric order. Non-numbered checks will appear first. Non-check items will appear last.

Check Images for account # 4984574493

PREMIER BROWNSTONES LLC

DATE 8/27/15

TO ORDER Michael Parker Jr.

Four Hundred sixty-five Dollars & 20 Cents

CitiBank

REFUND ON ACCOUNT

000807 001000004984574493

Ck Date: 08/27/2015 Ck No: 807 Amt: \$465.20

PREMIER BROWNSTONES LLC

DATE 8/27/15

TO ORDER Alex S. Miller

Nine Hundred Dollars & 36 Cents

CitiBank

REFUND ON ACCOUNT

000808 001000004984574493

Ck Date: 08/27/2015 Ck No: 808 Amt: \$900.56

PREMIER BROWNSTONES LLC

DATE 8/27/15

TO ORDER Alex S. Miller

Nine Hundred twenty-five Dollars & 20 Cents

CitiBank

REFUND ON ACCOUNT

000809 001000004984574493

Ck Date: 08/27/2015 Ck No: 809 Amt: \$925.10

PREMIER BROWNSTONES LLC

DATE 09/04/15

TO ORDER Samuel Davis Parker

Five Hundred Dollars

CitiBank

REFUND ON ACCOUNT

000810 001000004984574493

Ck Date: 09/04/2015 Ck No: 810 Amt: \$500.00

PREMIER BROWNSTONES LLC

DATE 8-26-15

TO ORDER Shagun, Madhu

Nine Hundred and twenty-seven Dollars

CitiBank

REFUND ON ACCOUNT

000814 001000004984574493

Ck Date: 08/27/2015 Ck No: 814 Amt: \$927.16

PREMIER BROWNSTONES LLC

DATE 8-26-15

TO ORDER Shagun, Madhu

Nine Thousand and four hundred and thirty-eight Dollars

CitiBank

REFUND ON ACCOUNT

000815 001000004984574493

Ck Date: 08/27/2015 Ck No: 815 Amt: \$1017.28

PREMIER BROWNSTONES LLC

DATE 8/25/15

TO ORDER H91 Rangley Corp.

Eight Thousand and Hundred Sixty Dollars

CitiBank

REFUND ON ACCOUNT

000830 001000004984574493

Ck Date: 09/02/2015 Ck No: 830 Amt: \$8160.00

PREMIER BROWNSTONES LLC

DATE 8/25/15

TO ORDER Antwanter Mortgage

Nine Thousand Seven Hundred and Seventy-four Dollars

CitiBank

REFUND ON ACCOUNT

000832 001000004984574493

Ck Date: 09/10/2015 Ck No: 832 Amt: \$9074.79

PREMIER BROWNSTONES LLC

DATE 9/16/15

TO ORDER Empire Blue Cross Blue Shield

Twelve Thousand Two Hundred and Sixty-four Dollars

CitiBank

REFUND ON ACCOUNT

000834 001000004984574493

Ck Date: 09/10/2015 Ck No: 834 Amt: \$1275.30

PREMIER BROWNSTONES LLC

DATE 9/16/15

TO ORDER Jose Hernandez

Seven Hundred Ninety-nine Dollars

CitiBank

REFUND ON ACCOUNT

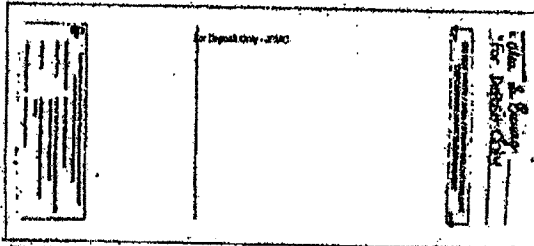
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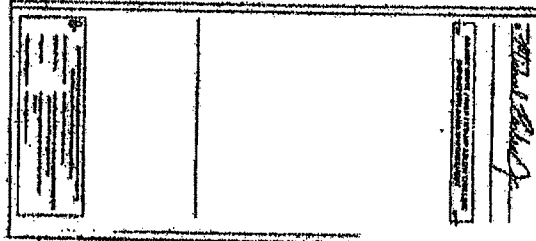
PREMIER BROWNSTONES LLC

Account 4984574493 Page 12 of 20
Statement Period: Aug 27 - Sep 25, 2015

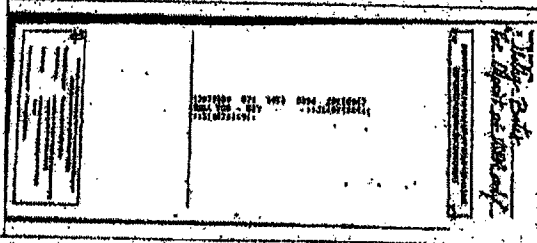
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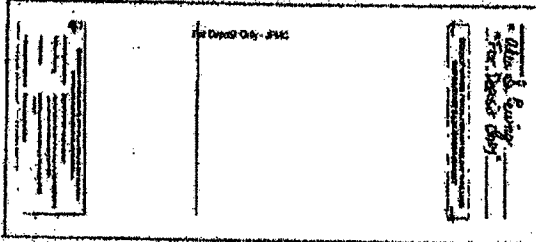
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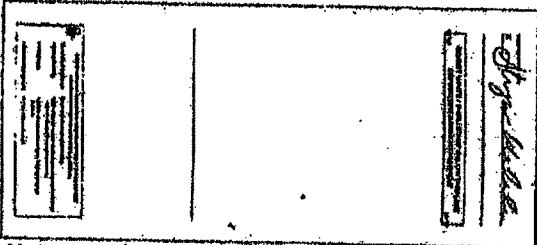
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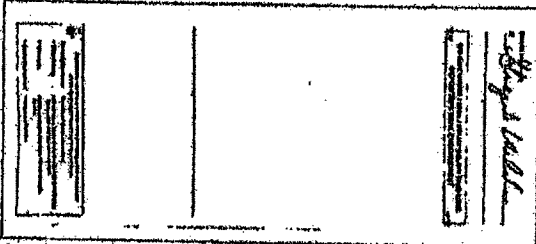
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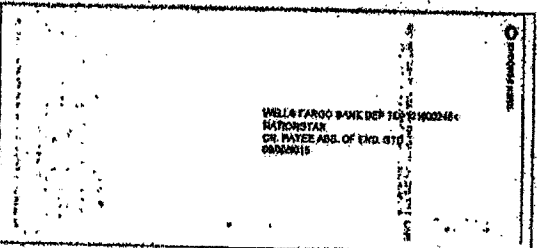
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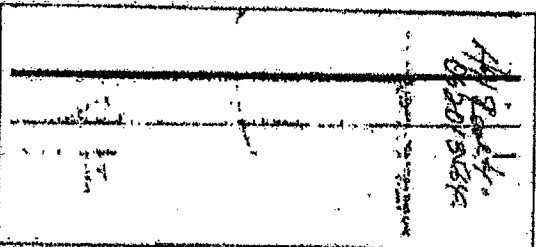
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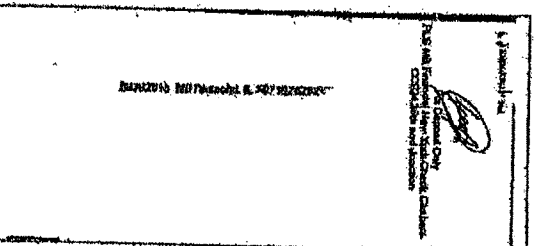
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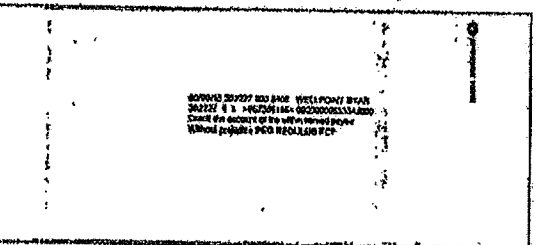
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Ck Date: 09/02/2015 Ck No: 830 Amt: \$8160.00



Ck Date: 09/01/2015 Ck No: 837 Amt: \$799.00



Ck Date: 09/10/2015 Ck No: 834 Amt: \$1275.30

citibank

PREMIER BROWNSTONES LLC

CitiBusiness®

Account 4984574493

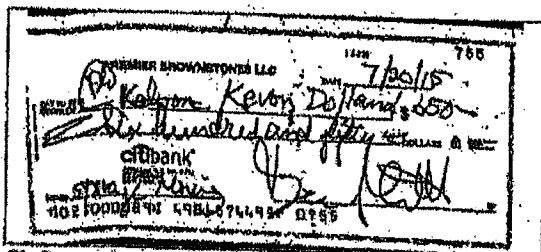
Page 7 of 18

001/13/21F000

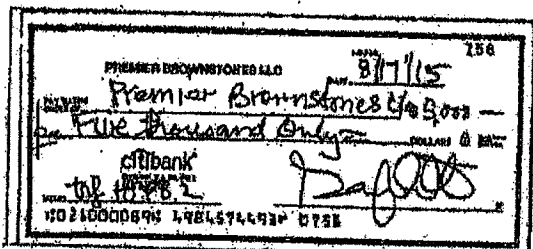
Statement Period: Jul 25 - Aug 28, 2015

Note: Imaged checks can be used as evidence of payment. Imaged checks appear in numeric order. Non-numbered checks will appear first. Non-check items will appear last.

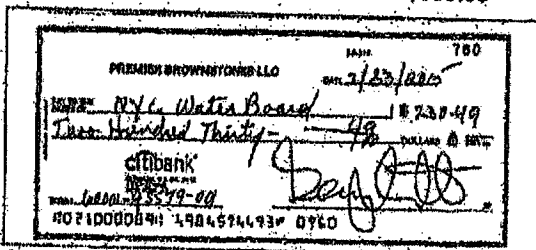
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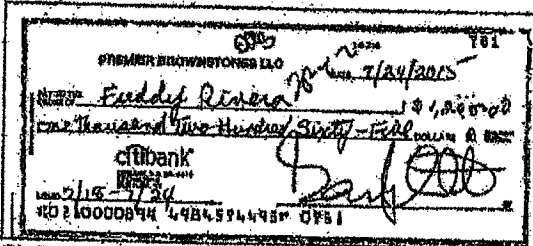
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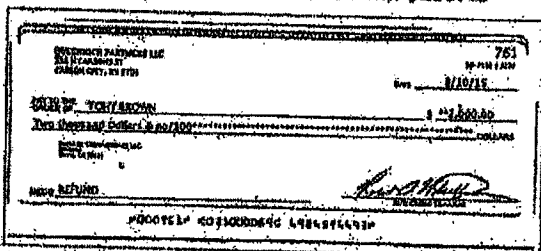
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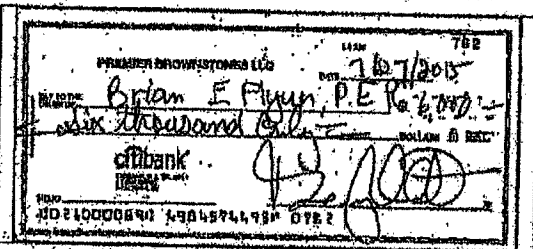
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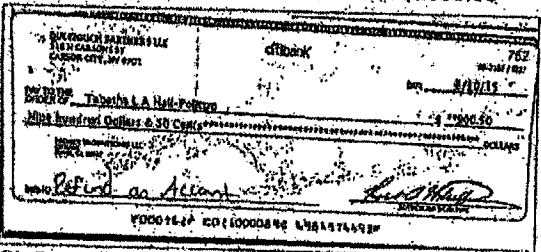
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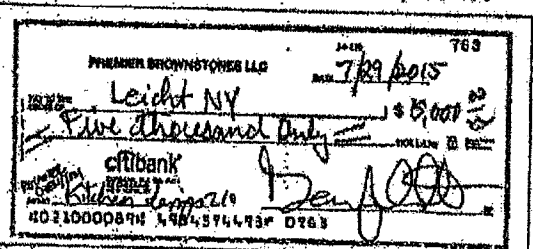
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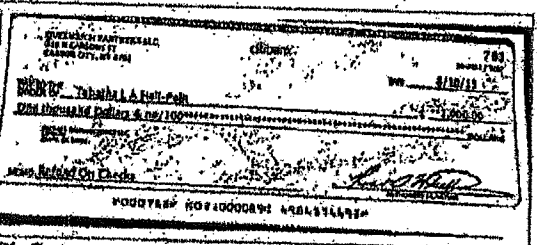
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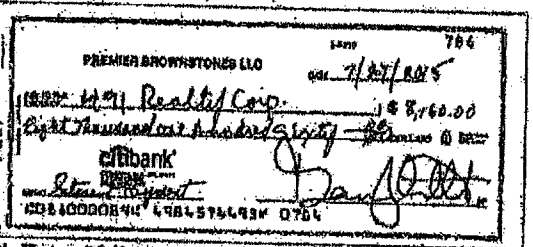
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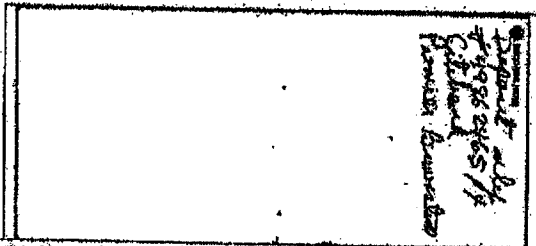


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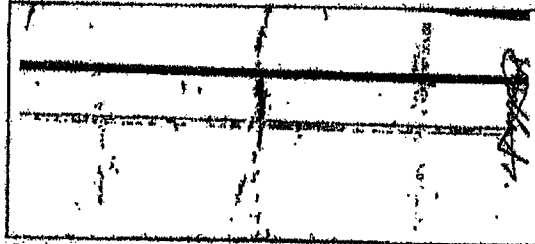
PREMIER BROWNSTONES LLC

Account 4984574493 Page 8 of 18
Statement Period: Jul 25 - Aug 28, 2015

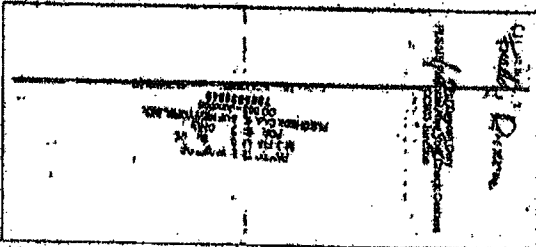
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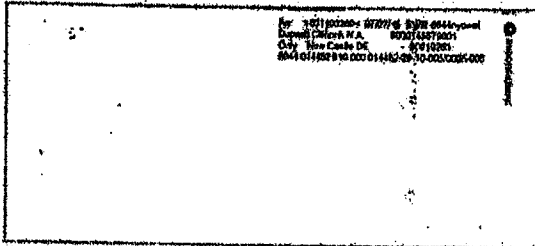
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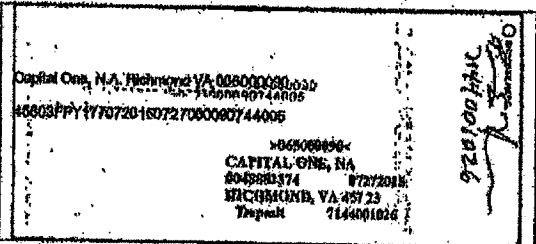
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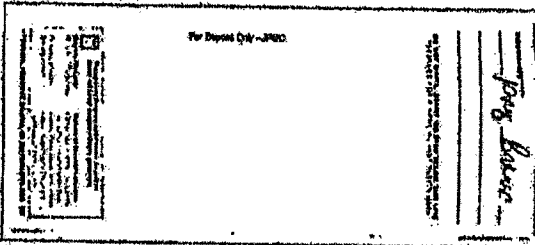
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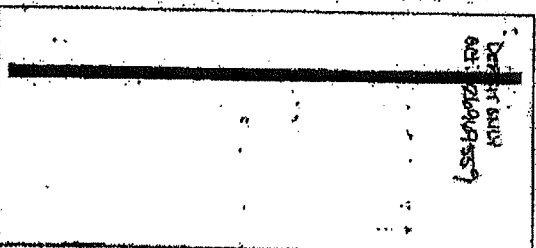
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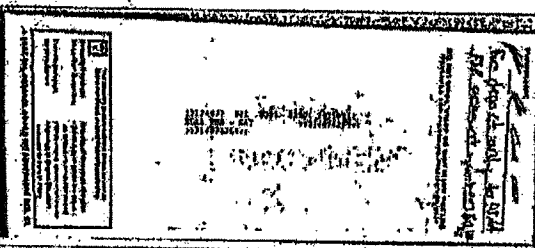
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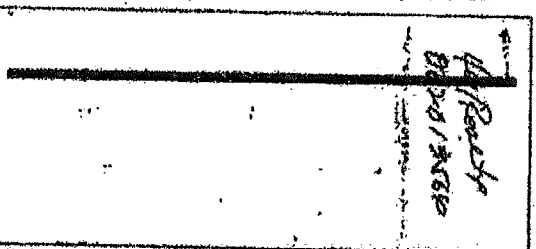
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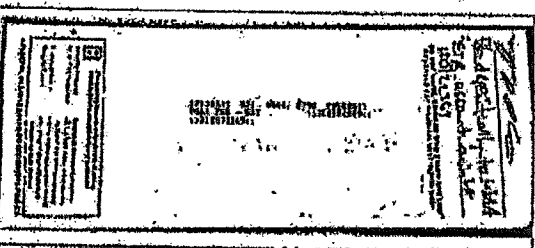
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Ck Date: 08/12/2015 Ck No: 763 Amt: \$1000.00

FILED: NEW YORK COUNTY CLERK 07/22/2016 04:33 PM

NYSCEF DOC. NO. 4

INDEX NO. 653962/2016

RECEIVED NYSCEF: 07/22/2016

EXHIBIT 3

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count 4984574493 Page 16 of 18
 atement Period: Jul 25 - Aug 26, 2015

001/03/21/000

Imaged checks appear in numeric order. Non-numbered

984574493

PREMIER BROWNSTONES LLC
 DATE 8/11/2015
 PAY TO THE ORDER OF Manahi Zuber
Four Hundred Dollars
 \$400.00
 citibank
 MICR 60110000894 4984574493 0802

Ck Date: 08/11/2015 Ck No: 802 Amt: \$400.00

PREMIER BROWNSTONES LLC
 DATE 8/13/2015
 PAY TO THE ORDER OF Andie Livingston
One Hundred Thirty-Five
 \$135.00
 citibank
 MICR 60110000894 4984574493 0804

Ck Date: 08/13/2015 Ck No: 804 Amt: \$135.00

PREMIER BROWNSTONES LLC
 DATE 8/14/2015
 PAY TO THE ORDER OF Freddy Rivera
One Thousand Two Hundred Thirty
 \$1230.00
 citibank
 MICR 60210000894 4984574493 0807

Ck Date: 08/17/2015 Ck No: 807 Amt: \$1230.00

PREMIER BROWNSTONES LLC
 DATE 8/18/2015
 PAY TO THE ORDER OF Segunda Huarcen
Nine Hundred Forty-Two
 \$942.00
 citibank
 MICR 60210000894 4984574493 0811

Ck Date: 08/18/2015 Ck No: 811 Amt: \$942.00

PREMIER BROWNSTONES LLC
 DATE 8/14/2015
 PAY TO THE ORDER OF Dawn McCaffrey
Four Hundred Twenty-Three
 \$423.75
 citibank
 MICR 60110000894 4984574493 0813

Ck Date: 08/14/2015 Ck No: 813 Amt: \$423.75

No Signature